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Error to Circuit Court, Dinwiddie County.

Action by Voclav Mach, Sr., and others, against the Norfolk & Western Railway Company. Judgment for plaintiffs, and defendants bring error. Affirmed.

J. M. Townsend, of Petersburg, *W. B. McIlwaine*, of Chicago, Ill., and *Theo. W. Reath*, of Philadelphia, Pa., for plaintiff in error.

Lassiter & Drewry, of Petersburg, for defendants in error.

COX *v.* HEUSEMAN.

Jan. 16, 1919.

[97 S. E. 778.]

1. Arbitration and Award (§ 88*)—Parol Evidence.—Where an award involving a boundary dispute was written and signed and its validity was not attacked, parol evidence was inadmissible to show what the award and arbitration proceedings included.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 707.]

2. Boundaries (§ 48 (6)*)—Recognition and Acquiescence.—Acquiescence or verbal acknowledgment, or agreement as to location of a disputed boundary, cannot, *proprio vigore*, pass title from one to another, but such agreements are merely evidence of boundary location, or operate by way of estoppel.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 595, 603.]

3. Boundaries (§ 46 (1)*)—Agreement.—No mere parol agreement to establish a boundary, and thus exclude from the operation of a deed land embraced therein, can divest, change, or affect the legal rights of the parties growing out of the deed itself.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 595.]

Error to Circuit Court, of Goochland County.

Statutory proceeding by W. H. Cox against Henry Heuseman, to establish a boundary between the parties' lands. Verdict and judgment for defendant, and plaintiff brings error. Reversed.

Smith & Smith, of Richmond, for plaintiff in error.

Wm. Justis, Jr., of Richmond, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.